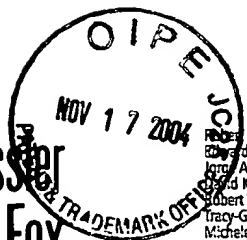




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\*Practice Limited to  
Federal Agencies

November 17, 2004

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Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

**Art Unit 2154**

Re: U.S. Utility Patent Application  
Appl. No. 09/897,607; Filed: July 3, 2001  
For: **System, Method, and Computer Program Product For Syncing To  
Mobile Devices**  
Inventors: KLOBA *et al.*  
Our Ref: 1933.001000D

Sir:

Transmitted herewith for appropriate action are the following documents:

1. Original executed Power of Attorney from Assignee;
2. Original executed Statement Under 37 C.F.R. 3.73(b), with a copy of the Assignment Attached; and
3. One (1) return postcard.

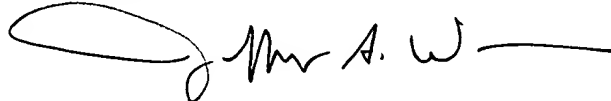
It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Commissioner for Patents  
November 17, 2004  
Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

A handwritten signature in black ink, appearing to read "Mr. A. W.", with a large, loopy initial stroke on the left.

Jeffrey S. Weaver  
Attorney for Applicants  
Registration No. 45,608

MQL/JSW:apg  
Enclosure

335053\_1.DOC



## POWER OF ATTORNEY FROM ASSIGNEE

iAnywhere Solutions, Inc., a corporation of Delaware, having a principal place of business at One Sybase Drive, Dublin, CA 94568-7902, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on December 18, 2003 of an invention known as System, Method, and Computer Program Product For Syncing To Mobile Devices (Attorney Docket No. 1933.001000D), that is disclosed and claimed in a patent application of the same title by the inventors 1) David D. Kloba, 2) Michael R. Gray, 3) David M. Moore, 4) Thomas E. Whittaker, 5) David J. Williams, 6) Rafael Z. Weinstein, 7) Joshua E. Freeman and 8) Linus M. Upson (said application filed on July 3, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/897,607).

For the purpose of PAIR, the Customer Number is 26111.

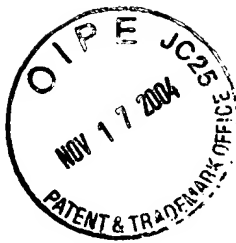
The Assignee hereby appoints the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith. The Assignee hereby grants said attorneys associated with Customer Number 28393 the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

Customer Number 26111  
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3934  
U.S.A.

Direct phone calls to 202-371-2600.

FOR: iAnywhere Solutions, Inc.  
SIGNATURE: [Signature]  
BY: Daniel R. Carl  
TITLE: Vice President and Secretary  
DATE: November 5, 2004



PTO/SB/96 (06-04)  
Approved for use through 07/31/2006. OMB 0651-0031  
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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

1933.001000D

Applicant/Patent Owner: iAnywhere Solutions, Inc.

Application No./Patent No.: 09/897,607 Filed/Issue Date: July 3, 2001

Entitled: System, Method, And Computer Program Product For Syncing To Mobile Devices

iAnywhere Solutions, Inc., a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or

2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Kloba et al. To: Avantgo, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 014469, Frame 0195, or for which a copy thereof is attached.

2. From: Avantgo, Inc. To: iAnywhere Solutions, Inc.

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3. From: \_\_\_\_\_ To: \_\_\_\_\_

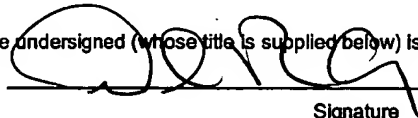
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☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Daniel R. Carl

Printed or Typed Name

Vice President and Secretary

Title

11/5/04

Date

925-236-6705

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

315,410

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In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1) David D. KLOBA; 2) Michael R. GRAY; 3) David M. MOORE; 4) Thomas E. WHITTAKER; 5) David J. WILLIAMS; 6) Rafael Z. WEINSTEIN; 7) Joshua E. FREEMAN; and 8) Linus M. UPSON, the undersigned inventor(s) hereby sell(s) and assign(s) to AvantGo, Inc., 1700 S. Amphlett Boulevard, Suite 300, San Mateo, California 94402 (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention(s) known as System, Method, and Computer Program Product for Syncing to Mobile Devices for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 8/16/00; 2) 8/16/00; 3) 8-16-00; 4) 8/16/00; 5) August 16, 2000; 6) 8/16/00; 7) 8/16/00; and 8) 8/16/00, (also known as United States Application No. 09/560,965, filed April 28, 2000, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

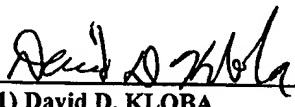
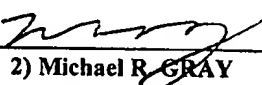
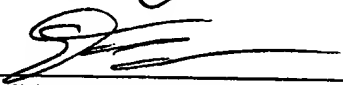
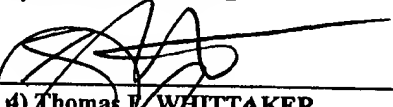
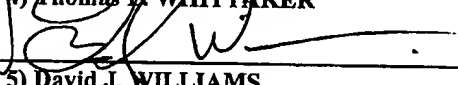
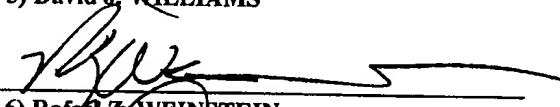
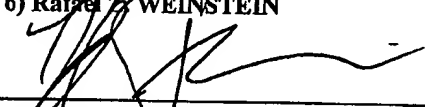
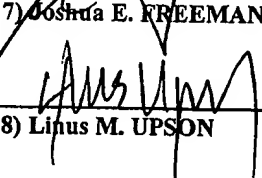
The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

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The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

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Date: <u>8/16/2000</u>	Signature of Inventor: <u></u> 2) Michael R. GRAY
Date: <u>8-16-00</u>	Signature of Inventor: <u></u> 3) David M. MOORE
Date: <u>8/16/00</u>	Signature of Inventor: <u></u> 4) Thomas E. WHITTAKER
Date: <u>AUGUST 16/2000</u>	Signature of Inventor: <u></u> 5) David J. WILLIAMS
Date: <u>8/16/00</u>	Signature of Inventor: <u></u> 6) Rafael Z. WEINSTEIN
Date: <u>8/16/00</u>	Signature of Inventor: <u></u> 7) Joshua E. FREEMAN
Date: <u>8/16/00</u>	Signature of Inventor: <u></u> 8) Linus M. UPSON

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